



2027 DODGE ST.
OMAHA NE 68102
PHONE: 402-342-3500

DUPLICATE
FORM 503

PURCHASE CONTRACT NUMBER

YOUR CONTRACT NUMBER

CONTRACT DATE

700

PURCHASE CONTRACT

BROKER

PURCHASED FROM:

COMMODITY AND GRADE	NO. 1	YELLOW SOYBEANS
QUANTITY	BUSHELS	
PRICE	.05000 PER BU OVER	CBOT
DELIVERY BASIS	DLVD FAIRMONT	NOVEMBER
SHIPMENT PERIOD	OCTOBER 1, 2000 - MAY 31, 2001	
WEIGHTS TO GOVERN	DESTINATION	
INSPECTION TO GOVERN	DESTINATION	
PREMIUM/DISCOUNT SCALE	NOT APPLICABLE	
GOVERNING TRADE RULES	NATL GRAIN & FEED	
ROUTING	TRUCK DELIVERED	
PAYMENT TERMS		
EQUIPMENT		

REMARKS: PRODUCT FROM ACRES. ABOVE QUANTITY IS ONLY AN ESTIMATE.
VARIETY: IA 2034
BASIS IS OVER THE NEARBY CBOT STARTING WITH THE NOVEMBER OPTION.

SEE ADDENDUM FOR ADDITIONAL TERMS & CONDITIONS.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

In respects not specified herein, this contract is subject to Grain & Feed Dealers National Association trade rules.

Receipt of this contract by the seller, without written notice to us of objection or error within ten days is an acknowledgment of the acceptance of all conditions hereof.
E. and O.E.

The undersigned, Seller, warrants and guarantees that he has good and marketable title to the commodity covered by this contract; he is owner and/or producer of certain farm products to be delivered to Scoular Grain Company for sale; that this contract represents the sale of these farm products, and that at the time of sale to Scoular Grain Company the first security interest holder with regard to these farm products is

Please sign below and return the attached duplicate copy.

BY _____
Customer Signature Date

THE SCOULAR COMPANY
BY
GREG LICKTEIG



Seller must send or deliver to us on date of shipment an invoice stating our contract number, kind of grain, probable grade and number of bushels in each car or truck load.

Invoice to be sent or delivered to us at our address stated on front hereof.

If more than one contract is open, shipments or truck pickups are to be applied on contracts in order of their contract date commencing with our oldest one first.

When shipments or truck pickups are not made according to contract we reserve the right, without further notice, to extend time of shipment or pickup, cancel or buy in the grain for the seller's account, unless at seller's request previous to expiration of limit of time, other arrangements are mutually agreed upon covering seller's failure to make shipment or have available for truck pickup within specified time of this contract. We reserve the right to change destination of all shipments, provided the point at which weights are to be obtained is not specified herein. It is understood that this contract is not completed until all shipments or truck pickups are received, graded and weighed into elevator or mill destination.

All excess freight or other charges, occasioned by cars being loaded below the minimum or over the load limit to be borne by the shipper.

Reconsigned grain not applicable on this contract except by special agreement.

Seller warrants that any grain covered by this contract is penalty free under grain marketing quota regulations.

Rail cars must be loaded to capacity as required by railroad companies. Seller to pay weighing, inspection, trackage and interest charges if any. Seller warrants that any grain covered by this contract is guaranteed to pass Federal Food and Drug inspection until unloaded. If any load fails to pass such inspection, the buyer may, in addition to any other remedies allowed by law, reject it prior to unloading and seller shall replace with a like amount.

ADDENDUM TO SCOLAR PURCHASE CONTRACT - PAGE ONE

Contract No. _____

Seller _____

This Addendum is a part of the referenced Purchase Contract and its terms supersede the printed terms of the Purchase Contract and any prior contract, oral or written.

1. **FOOD SOYBEANS & IDENTITY PRESERVATION.** The intended use of soybeans supplied in fulfillment of this contract is for human consumption. To the best of the Seller's knowledge, seed planted under this contract is free of variety mixture. Seller will provide proof of purchase or source of seed upon demand. Planter boxes and all equipment used to handle seed have been cleaned and found free of variety contamination. Harvest and all handling and shipping equipment (including but not limited to wagons, trucks, pits, augers, legs, conveyors) are free of other crops and foreign material. Storage bins are clean and free of other crops and foreign material. No insecticides or chemicals have been applied to the harvested crop. Trucks or wagons used to deliver product are clean and free of other crops and foreign material.

2. **QUALITY.** Seller agrees soybeans supplied will conform to the following standards:

Moisture:	14.0% maximum, 13.0-14.0% discounted, Buyer prefers 12.0-13.0%
Test Weight:	54.0 lb minimum
Damage:	2.0% maximum
Heat Damage:	0.2% maximum
Foreign Material:	3.0% maximum, FM over 1% deducted from net weight
Splits:	20.0% maximum, Splits over 5.0% discounted
SBOC:	1.0 % maximum (Soybeans of Other Colors)
Variety Mixture:	1.0% Maximum, Maximum 1.0% GMO Varieties
No dirty seed coat	No Mold No Corn

Seller agrees that Buyer shall have the right to test soybeans supplied in fulfillment of this contract for the presence of transgenic genes/traits using tests selected by Buyer. These tests shall be in addition to, and do not substitute for or waive, any warranties or representations made by Seller regarding varieties delivered under this contract.

If deliveries do not meet the foregoing standards, then Buyer may, at Buyer's option 1) reject the non-conforming deliveries; 2) reject the non-conforming deliveries and terminate the balance of the Purchase Contract; or 3) accept the non-conforming deliveries at discounts negotiated between Buyer and Seller after the extent of the non-conformity is known.

3. **QUANTITY.** The quantity shown on the face of this Purchase Contract is an ESTIMATE only. Seller agrees to sell and Buyer agrees purchase the entire production from the acreage shown on the face hereof, provided that such production conforms to specifications. In the event the production is greater than the bushel estimate, Buyer shall purchase the additional production on the terms of this Purchase Contract which shall be deemed amended to reflect the larger quantity. In the event the production is less than the bushel estimate, Seller shall have no liability to Buyer for the shortfall and this Purchase Contract shall be deemed amended to reflect

the lesser quantity; provided, however, that Seller shall be responsible for failure to deliver priced quantities in accordance with Section 4 below.

4. **PRICING.** If the price on the face of hereof is stated as a basis to a particular option month on the Chicago Board of Trade (CBOT), then this paragraph shall apply. This paragraph does not apply if the flat price is fixed. Seller may price this contract anytime after September 1, 2000. Buyer may require margin money for soybeans priced but not received by Buyer. In order to price this contract, the Seller shall notify the Buyer during the normal trading hours of the CBOT and shall instruct Buyer to fix the Contract price in relation to the current spot price of the nearby CBOT option month. The nearby option month is defined as the option month stated on the face of this contract. On the first notice day of delivery at the CBOT close the nearby option month will be rolled to the next option month. The next option month will then become the nearby option month. The contract will be rolled in this manner to each succeeding option month through the September option. In no event shall the Contract be rolled past the first notice day for the September 2001. If Seller has not priced the Contract by August 15, 2001, then Buyer shall price the Contract at any time determined in Buyer's discretion during the next succeeding thirty (30) days.

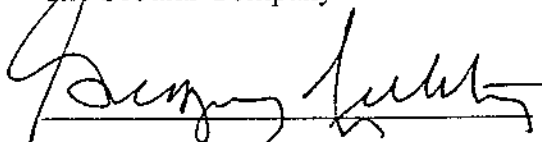
5. **FAILURE TO DELIVER PRICED QUANTITY.** If the Seller shall fail to deliver to the Buyer when required by the terms of the Contract any quantity of soybeans as to which the price has been established in accordance with Section 3 above, then as to such quantity Seller shall owe Buyer the difference, if any, between the futures prices at the time Seller fails to complete delivery of the priced quantity and the futures component of the price established for the quantity. (Notwithstanding the foregoing, Buyer shall have no obligation to Seller if the difference described above is a negative number.)

6. **STORAGE AND SHIPMENT.** Seller agrees to store the soybeans at Seller's expense until Buyer has called for full or partial delivery hereunder. All deliveries will be scheduled by Buyer. Buyer may change destination of any shipment at Buyer's expense. If bought Delivered, title and risk of loss pass to Buyer when the soybeans are unloaded at the place of delivery shown hereon. If bought FOB, title and risk of loss pass to Buyer when picked up. The Contract need not be priced for Buyer to take delivery; provided, however, that were required by law or Buyer's procedures, this Contract will be replaced by a credit sale contract if Buyer has received shipments not priced or not paid.

7. **OFFSET.** If Seller is indebted to Buyer for any reason, whether or not related to this Purchase Contract or any other purchase of commodities, the Seller expressly herein agrees that such debt may be offset against amounts owed by Buyer to Seller under this Contract.

Seller:

The Scoular Company



Customer Signature

If Corporation or Partnership, identify your position. (For example, owner or president.)
Addendum for Conventional High Pro